

**San Gabriel River Discovery Center Authority**  
11310 Valley Boulevard  
El Monte, CA 91731

**Board Meeting Materials**

September 21, 2006

**Board Members**

Belinda Faustinos, President  
Russ Guiney, Vice President  
George Cole  
Alfonso Contreras  
Sam Pedroza

## **NOTICE OF PUBLIC MEETING**

The public meeting of the  
San Gabriel River Discovery Center Authority (SGRDC Authority)  
will be held on

**Thursday, September 21, 2006 at 1:30 p.m.**  
at the following location:

**Upper San Gabriel Valley Municipal Water District  
11310 Valley Boulevard  
El Monte, CA**

### **AGENDA**

1. Pledge of Allegiance
2. Roll Call
3. Public Comment

*Individuals wishing to comment must fill out a comment card at the meeting for the official record and will be allowed three minutes to speak, and representatives of organizations/agencies will be allowed five minutes to speak. Speaker time may be reduced depending on the number of speakers.*

4. Approval of Minutes of the San Gabriel River Discovery Center Authority Board Meeting held August 17, 2006
5. Staff Reports
  - A. Environmental Review Process Update
  - B. Consideration of a resolution approving Addendum to Professional Services Agreement with Thomas A Hacker, Inc., to increase not to exceed sum and modify existing fee schedule.
  - C. Governing Board Fundraising Subcommittee Update
  - D. Consideration of a resolution approving the job description for the Executive Officer position and conditionally approving recruitment for the position and possible authorization for professional services necessary to establish the preferred hiring process for the position.
  - E. Consideration of a resolution authorizing the Executive Officer to execute and enter into an agreement with Vasquez & Company LLP for annual auditing services as required by the Joint Powers Authority Agreement.
  - F. Consideration of a resolution to adopt a revision to the San Gabriel River Discovery Center Authority Joint Exercise of Powers Agreement, Exhibit A - "Insurance Specifications"
  - G. Update regarding allocation of sums for insurance coverage; invoices evidencing procurement of coverage within budgeted amounts.
  - H. Consideration of a resolution authorizing Payment of Demands to Authority Account
  - I. Subcommittee Meeting Reports
    - A. Fundraising Committee

- B. Stakeholder Advisory Committee
  - 1. Design/Display Committee
  - 2. Outreach Committee
  - 3. Fundraising Committee
- 6. Oral Communications
  - A. Statements, responses, questions or directions to staff pursuant to Section 54954.2(a) of the Government Code
  - B. Future agenda items
- 7. Announcement of next meeting (October 19<sup>th</sup> @ 130 PM @ USGVMWD)
- 8. Adjournment upon completion of business

Public participation is welcome on any agenda item. Members of the public wishing to address the Governing Body on any item should address the President of the Authority in advance of the meeting. Questions about the agenda items should be addressed to Valorie Shatynski, Executive Officer, at (626) 458-7174.

Note: In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in the meeting, including auxiliary aids or services, please contact the Board Executive Officer at (626) 458-7174 at least 3 days prior to the meeting.

**San Gabriel River Discovery Center Authority**  
September 21, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Officer

Subject: Agenda Item 4. Approval of Minutes of the San Gabriel River Discovery Center Authority Board Meeting held on August 17, 2006.

**Recommendation:** Staff recommends approval of the August 17, 2006 minutes of the San Gabriel River Discovery Center Authority Board.

**MEETING MINUTES OF THE  
SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY  
HELD AT THE OFFICES OF THE  
UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT  
11310 VALLEY BLVD., EL MONTE, CALIFORNIA  
3:00 O'CLOCK P.M. -August 17, 2006**

**1. PLEDGE OF ALLEGIANCE**

**2. CALL TO ORDER:**

The San Gabriel River Discovery Center Authority meeting was held at the offices of the Upper San Gabriel Valley Municipal Water District, 11310 E. Valley Blvd., El Monte, California on August 17, 2006 and was called to order at 3:00 p.m. by President Belinda Faustinos

**MEMBERS PRESENT:**

President Belinda Faustinos, Rivers and Mountains Conservancy; Vice-President Russ Guiney, L.A County Department of Parks and Recreation; Sam Pedroza, Stakeholder Advisory Committee Chair; Alfonso "Al" Contreras, Upper San Gabriel Valley Municipal Water District; Alternate Robert Apodaca, Central Basin Municipal Water District

**MEMBERS ABSENT:**

None

**STAFF PRESENT:**

Valorie Shatynski, Executive Officer; Jeff Yann, Project Manager; Richard Padilla, General Counsel; Amber Slankard, Administrative Assistant

**OTHERS PRESENT:**

Joan Rupert, LA County Dept. of Parks and Recreation; Kimel Conway, LA County Dept. of Parks and Recreation; Sal Ramirez, National Hispanic Environmental Council; Mariana Luke, Valley County Water District; Joseph Armendariz, Valley County Water District; Melissa Hatcher, EDAW, Inc.

**3. PUBLIC COMMENT ON AGENDA ITEMS**

Board Member Contreras noted that the Agenda should read Thursday July 20, 2006, not Wednesday July 20, 2006. Ms. Shatynski stated that the postings for the meeting were corrected.

**4. APPROVAL OF THE MINUTES OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY BOARD MEETING HELD JULY 20, 2006**

Recommendation: Staff recommends approval of the July 20, 2006 Minutes of the San Gabriel River Discovery Center Authority Board.

The minutes of the July 20, 2006 meeting were approved on motion of Board Member Contreras, and seconded by Alternate Board Member Apodaca.

## 5. STAFF REPORTS

### A. Consideration of a resolution approving the Stakeholders' Participation Agreement for the San Gabriel River Discovery Center Authority

Recommendation: Adopt a resolution approving the Stakeholders' Participation Agreement for the San Gabriel River Discovery Center Authority.

Counsel Padilla explained that this item was presented at the previous Board meeting. At that time, the changes recommended to the document were those regarding Authority partner agency (JPA) representation on the Stakeholder Advisory Committee. Counsel Padilla stated that it would be very important for the Stakeholders' to sign this new agreement because the entity that established the original agreement (the Steering Committee) no longer exists.

President Faustinos stated that on Item 3G, the individual members of the Authority can designate representatives to the Stakeholder Advisory Committee that can participate in discussions, but do not have voting power. Counsel Padilla confirmed this understanding.

Counsel Padilla noted that there was nothing in this provision that states that the Board has veto power over who a particular Stakeholder chooses to be their representative on the board, but they do have power to choose which entity would become Stakeholder members.

President Faustinos called for public comment on this item, and received none, then called for Board member comment.

Board member Contreras asked Counsel Padilla if the only change made was to Item 3G in the agreement, and Counsel Padilla stated that the document is largely identical to the original Stakeholder agreement, other than changing references to the governing authority, as it stands now.

Board Member Pedroza asked if any Stakeholders had commented on this document, and Ms. Shatynski explained that the draft agreement had not been sent out for review, as Staff wanted Board input first. Board Member Pedroza stated that there were legal comments previously, and Staff confirmed that no comments have been solicited yet.

Counsel Padilla explained that Staff wants to get a conceptual draft out to the Authority Board first, before having the Stakeholders look at it and getting their input.

Board Member Contreras questioned the urgency of this item. Board Member Pedroza recommended to the Board that the draft agreement be sent to the Stakeholders for review in its current form, because it will take several months to get comments.

President Faustinos recommended to have staff distribute draft Stakeholder Participation Agreement to the Stakeholders to get their input and return it to the Board to take action.

Board Member Contreras recommended receive and file with follow-up on this item.

### B. Consideration of a resolution authorizing Payment of Demands to the Authority Account

Recommendation: Adopt a resolution authorizing Payment of Demands to the Authority Account.

Ms. Shatynski explained that for the month of August 2006, payment of demands were smaller than usual, as shown on page 23 of the board package, in the Summary of Payment Demands from the different vendors which in total add up to \$5,328.20.

Ms. Shatynski noted that since Board Member Contreras is the Treasurer for the Authority Board, and that he received a detailed packet with all invoices that were processed in the month of August. She also noted that the transaction ledgers are available upon request if anyone would like to review them.

Item 5.B was approved on motion of Board Member Contreras, and seconded by Vice President Guiney.

**C      Consideration of a resolution approving the Project Description, Notice of Preparation and the Initial Study for the California Environmental Quality Act for the San Gabriel River Discovery Center project**

Recommendation: Adopt a resolution approving the Project Description, Notice of Preparation and Initial Study for the California Environmental Quality Act for the San Gabriel River Discovery Center Project.

Ms. Rupert, the lead for the environmental process presented this item. Ms. Rupert introduced Melissa Hatcher, with EDAW, Inc., the consultant for this project. Ms. Rupert explained that the Notice of Preparation was going to be the first look at the project by other agencies. This step is called “scoping” to ensure the right scope for the project is covered in the final Environmental Impact Report document which will be prepared later in the year after we received comments. She also noted the CEQA process starts before the NEPA Process. Ms. Rupert stated that NEPA does not have a scoping process but CEQA does and that is why CEQA comes first.

Ms. Shatynski explained that the CEQA Process is the California State process and the NEPA is the Federal National Environment Policy Act. Ms. Rupert clarified that, because portions of the project are on federal land (US Army Corps of Engineers), even portions of the project solely on County property must meet NEPA requirements.

Ms. Rupert explained that the US Army Corps of Engineers (USACE) has been involved in this process, and that ultimately the goal is to have identical project descriptions and information for both CEQA and NEPA.

She referred to Notice of Preparation and Initial Study, beginning on page 30 of the Board Packet. The potential environmental effects were requirements of state’s CEQA process. Ms. Rupert noted that within the past month the Notice Of Preparation and the Initial Study were prepared and reviewed. She explained that in the Vicinity Map that the Discovery Center would be roughly 8.1 acres according to Thomas Hacker Architects.

She suggested that a Notice of Preparation be mailed out to all Stakeholders, interested parties, the general managers of the affiliated water agencies and the Authority Board Members. President Faustinos requested that a copy of the distribution list be sent to the Executive Officer for review prior to release.

Board Member Pedroza recommended that the Notice of Preparation be accessed online. Ms. Rupert explained that the first two pages of the Notice Of Preparation would be mailed out to the Stakeholders, and then it will direct readers to the website link to view the complete document on the internet.

Ms. Rupert described the three maps included in the document; the Vicinity Map, the Area map, and the map showing the conceptual site plan of the 8.1 acres only. There was discussion that eventually a survey will be required, as the project area is not defined by a discrete parcel at this time, but is part of a much larger parcel.

Ms. Rupert explained that the USACE biologist visited the site and reviewed the vegetation map prepared for the Steering Committee over one year ago, as a subcontractor to Thomas A Hacker for the project. She also stated that EDAW will produce an updated vegetation map. Ms. Rupert explained that the Archeologist and the Architectural Historian have been onsite to get familiar with the site and also the Nature Center itself is 51 years old. She also explained that anything over 50 years old triggers a need for a historical analysis.

Ms. Rupert stated that during the site visit with the USACE biologist, there was a concern about removing many native trees to put in the parking lot. There is a bank of trees along Durfee Avenue that EDAW is classifying as "disturbed" walnut woodland which is native to California. As a result, there are discussions on moving the parking lot down and away from this area, in an attempt to mitigate the biological impacts of the project to the site. She noted that this issue does not impact release of the CEQA Notice Of Preparation and the Initial Study. In the meantime, efforts will continue to work out this issue.

Ms. Shatynski stated that in the Schematic Design Plan, there are three other parking lot configurations that were already drawn up by Thomas Hacker, so there are more alternatives to examine with USACE, if this main configuration cannot be final.

President Faustinos noted that this Analysis would look at not only the disturbed walnut woodland but also the improvement in terms of water quality by having an island in the middle of the parking lot. She noted that perhaps off site parking could be investigated to minimize impacts to the project.

Ms. Rupert noted that changes will be made with these considerations in mind. She also noted that if the parking lot configuration changes, it could change the driveway entrance location. She also explained that the specific location of the entrance has to happen before the draft environmental report goes out because that is part of the site design and traffic engineering study.

Ms. Rupert and Ms. Shatynski explained that if a study is needed to relocate the drive location, adequate budget has been allowed to cover this item, and that it would likely be a subcontractor to Thomas A Hacker as part of their environmental support to the project.

Ms. Shatynski explained that Staff will return to the Board if an alternative entrance and parking lot configuration is recommended after further review by Staff and the consultants.

Ms. Rupert noted that a scoping meeting will be taking place in the near future. Tentative schedule is during the week of September 25. It is desirable to use a location near the site. South El Monte High School would be desirable, if available. This will help present the project and receive input from the public. Staff will investigate the locations and dates and include the information in the Notice of Preparation, and on the website.

Item 5.C was approved on motion by Vice President Guiney, seconded by Board Member Pedroza

**D. Discussion regarding permanent Executive Officer position**

Recommendation: Staff recommends receipt and file of Discussion regarding permanent Executive Officer position.

President Faustinos stated that in order for this project to get done effectively and successfully, it really needs a full-time dedicated person who would fill the position of Executive Officer. She also explained that the RMC grant can fund some of the duties of this position, but the grant can only fund project specific tasks. Therefore, some activities will not be eligible for funding under the grant funds.

President Faustinos explained the RMC would like to continue staffing the position, however the RMC project workload is significant, and Valorie has not been able to keep up with the RMC workload due to the magnitude of work for the Authority. She explained that it would take several months to recruit someone and to get the kind of person that would fit the qualifications for this position. She also noted that a person with extensive fundraising experience would be ideal for the position also.

Board Member Apodaca recommended setting up a time frame to recruit a full-time Executive Officer so that the project doesn't suffer while this transition is being made. He recommends publicizing the position and getting outside resources to help promote that, and to identify qualifications.

Board Member Contreras asked the Board if the Authority would be liable for unemployment if a hired person leaves after some time. President Faustinos explained that the Authority would be liable for unemployment.

Mr. Padilla explained that there are a range of issues that involve hiring people which include workers compensation, etc. He also suggested another option which would be to have somebody who they can contract with, so that they don't incur the full employer liability and responsibility.

President Faustinos noted that we need to work County Parks in terms of the role this Executive Officer would play once the structure of the project is completed. She also noted that they still need to question how they are going to share those responsibilities with the County Parks Superintendent.

President Faustinos explained that comparable salary rates range from \$65,000 to \$70,000 annually. She also explained that they wanted the Authority to have an ongoing role in the administration of the education center.

Ms. Shatynski noted that at the Arboretum, the foundation wasn't able to pay employee benefits so they made the person be an employee of Department of Parks and Recreation and the foundation pays the difference in salary.

Vice-President Guiney recommended that staff bring back different options for the Board to consider at the next meeting.

Ms. Shatynski stated that the job responsibilities of the Executive Officer will change as the project evolves. She also noted that in essence, a person working solely for a single entity is regarded as an employee in the State of California.

## **6. SUBCOMMITTEE MEETING REPORTS**

### **FUNDRAISING COMMITTEE OF AUTHORITY BOARD**

President Faustinos noted that Southern California Edison may be interested in spearheading a corporate fundraising drive, and that a meeting will be held in the near future to explore the opportunity. Additionally, a meeting is scheduled with the Rose Hills Foundation. She explained that another meeting is scheduled with Colonel Dornstauber at US Army Corps of Engineers and his staff to showcase the project and explore their funding interest in the site, as well as support from Congresswoman Solis office for federal legislation.

### **STAKEHOLDER ADVISORY COMMITTEE**

Ms. Shatynski explained that in the Stakeholder advisory meeting on September 7<sup>th</sup>, 2006, they will review the environmental process and status. She also noted that they will present the Stakeholder Participation Agreement for their input. She explained that outreach and design/display will not have any meetings any time soon.

Ms. Shatynski noted that staff is beginning to the process to re-start the Stakeholders' fundraising sub-committee. Board Member Pedroza has volunteered to be the liaison between the Board and this committee. Norma Garcia, Elsa Lopez, Jim Donovan, Oscar Gonzales, and Jeff Yann will initially participate.

In relation to the Stakeholder Advisory Committee, Ms. Shatynski introduced Mr. Sal Ramirez, the new director of the National Hispanic Environmental Council

President Faustinos noted that the Design/Display committee should take note of the displays at the recently opened Azusa Forest Service interpretive site, which are very similar to those conceptually planned for the Discovery Center. Coordination should be followed through to ensure the proper interface of displays in area education centers.

President Faustinos explained a little about Proposition 84, which relates to urban parks. She solicited that one of the Board members might be able to provide assistance in the future to monitor legislation which may benefit the project, although she is not aware of any other than Proposition 84 at this time.

- A. Fundraising Committee - next meeting date: to be determined
- B. Stakeholder Advisory Committee- next meeting date: September 7, 2006
  - 1. Design/Display Committee- to be determined
  - 2. Outreach Committee- to be determined
  - 3. Fundraising Committee- to be determined

## **7. ORAL COMMUNICATIONS**

- A. Statements, response, questions or directions to staff pursuant to section 54954.2 of the Government Code.

Board Member Apodaca stated the Central Basin annual BBQ will be September 28<sup>th</sup>, and all are invited. Supervisor Knabe will be the guest of honor.

B. FUTURE AGENDA ITEMS

Board Member Pedroza suggested moving the meeting time earlier in the afternoon. The Board agreed that beginning the meeting at 1:30 pm would be preferred, if the room is available. Staff will check with Upper District and advise as soon as possible.

**8. ANNOUNCEMENT OF NEXT MEETING: (SEPTEMBER 21, POSSIBLY at 1:30 PM @ USGVMWD)**

**MEETING WAS ADJOURNED AT 4:24PM**

---

President

**San Gabriel River Discovery Center Authority**  
September 21, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Officer

Subject: Agenda Item 5.A. Environmental Process Update

This item will be covered by Ms. Joan Rupert, of the Los Angeles County Department of Parks and Recreation (DPR). Ms. Rupert is the lead for the environmental process for the Discovery Center project.

**Recommendation:**

Receive and file the Environmental Process Update

**Background:**

The lead on the environmental review process is LA DPR. This phase is projected to last approximately 18 months, beginning May 2006 – October 2007.

A milestone chart is attached as Exhibit A.

Exhibit A

September 21, 2006, Agenda Item 5A  
Environmental Process Milestones

Project Description	June 2006
Initial Study Notice of Preparation Notice of Intent	August 2006
Technical Reports	December 2006
Draft Environmental Impact Report (CEQA) Draft Environmental Assessment (NEPA)	February 2007
Public Meeting: Environmental Impact Report and Environmental Assessment	March 2007
Final Environmental Impact Report (CEQA) Final Environmental Assessment (NEPA)	August 2007
Findings Mitigation, Monitoring & Reporting Program Finding of No Significant Impact	October 2007

**San Gabriel River Discovery Center Authority**  
September 21, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Officer

Subject: Agenda Item 5.B. Consideration of a resolution approving Addendum to Professional Services Agreement with Thomas A. Hacker, Inc., to increase not to exceed sum and modify existing fee schedule.

**Recommendation:** Adopt a resolution approving Addendum to Professional Services Agreement with Thomas A. Hacker, Inc., to increase not to exceed sum and modify existing fee schedule.

**Background & Discussion:**

The Authority approved an agreement with Thomas Hacker Architects, Inc. (THA), at their meeting on June 7, 2006. The agreement provides professional services in support of the ongoing environmental process for the Discovery Center. Although fiscal year 2006-2007 budget for the Authority allows up to \$35,000 for these services, Staff recommended a not to exceed amount of \$9,000 for the agreement. Staff desired to set a low amount, until the actual needs of the environmental process were better understood, at which time the Board could approve further work if necessary. THA has provided the required support since authorization of their agreement, and the remaining balance is approximately \$2,000, not including reimbursable expenses which are capped at \$1,000.

As discussed in the August 17, 2006 Board meeting during Agenda Item 5C, regarding the Notice of Preparation and the Initial Study for the California Environmental Quality Act, Staff investigated the alternative parking lot locations previously submitted by Thomas A. Hacker in relationship to new information regarding biologically sensitive areas on the site. It has been determined that none of the parking lot alternatives will avoid the sensitive area, and as a result, further design is necessary.

Additionally, the driveway entrance in relation to the parking lot will need to be determined at this time. This will require analysis of other nearby driveways on Durfee Avenue, as well as other safety considerations.

Staff proposes a coordinated approach to this additional design by utilizing the current traffic engineer, Meyer, Mohaddes Associates, which is a subcontractor to our environmental consultant, EDAW. The Authority's architectural/engineering firm, Thomas Hacker Architects, Inc., has agreed to

add Meyer, Mohaddes Associates as a subcontractor to their Professional Services agreement for environmental services with the Authority. This arrangement ensures the highest level of coordination for the effort.

To accommodate this arrangement, General Counsel Padilla has provided an Addendum to the Professional Services Agreement with Thomas A. Hacker, Inc., with a provision to increase the not to exceed sum by \$15,000, from \$9,000 to the new not to exceed total of \$24,000. The addendum modifies the existing fee schedule to include the new sub-consultant, Meyer, Mohaddes Associates, and their scope of work. The cost for the scope of work necessary for this effort by Meyer, Mohaddes Associates is \$4,500. The addendum is attached as Exhibit A.

To summarize, THA will be providing additional design services related to the parking lot configuration and location, as well as coordinating the efforts of Meyer, Mohaddes Associates, which will provide data necessary to safely and efficiently locate the entrance and driveway to the new parking lot location. Further, the addendum adjusts the cap on reimbursable expenses to \$2,500.

This work will be expedited during the remaining days of September and early October. This will allow Staff to return to the Authority Board in the October, 2006 meeting with the new proposed parking lot configuration and location, as well as the recommended entry and driveway, for review and approval by the Board.

Exhibit A  
September 21, 2006, Agenda Item 5.B.

FIRST ADDENDUM TO AGREEMENT FOR AS NEEDED CONSULTING SERVICES  
(Thomas Hacker Architects, Inc. –San Gabriel River Discovery Center Project)

THIS FIRST ADDENDUM TO AGREEMENT FOR AS NEEDED CONSULTING SERVICES (the “Addendum”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between San Gabriel River Discovery Center Authority (“JPA”) and Thomas Hacker Architects, Inc., located at 933 SW Oak Street, Suite 100, Portland, OR 97205 (“Consultant”). For purposes of this Addendum the capitalized term “Parties” shall refer to both JPA and Consultant collectively. The capitalized term “Party” may refer to either JPA or Consultant interchangeably.

RECITALS

WHEREAS, JPA is a California joint exercise of powers authority within the meaning of the California Government Code (Govt. Code §6500 *et seq.*); and

WHEREAS, the primary objective of the JPA is the design, development, construction and ultimate operation of an educational facility dedicated to educating the public on water conservation and other water-related issues. For purposes of this Addendum the entire undertaking described in the foregoing sentence shall hereinafter be referred to as the “Project”; and

WHEREAS, the JPA, in the furtherance of the Project, requires ongoing architectural design services; and

WHEREAS, on or about June 7, 2006, the Parties executed and entered into an agreement entitled “Agreement for As Needed Consulting Services” (hereinafter, the “Agreement”) a true original of which is on file as a public record at JPA’s offices; and

WHEREAS, the Parties, since the execution of the Agreement, have determined that additional work must be performed in the interest of satisfy JPA’s environmental due diligence obligations in connection with the Project; and

WHEREAS, the Parties wish to amend the Agreement to address the need for added study, assessment and evaluation in connection with the Project; and

WHEREAS, Consultant proposes to perform the additional work discussed herein with the assistance of a subconsultant retained by Consultant, to wit, Meyer, Mohaddes Associates (“MMA”).

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

## **SECTION 1. AMENDMENT OF AGREEMENT.**

A. Attachment B – Fee Schedule of the Agreement is hereby replaced and amended by the revised Fee Schedule attached to this Addendum as **Exhibit “A”**. This revised Fee Schedule shall be incorporated into the Agreement by this reference and for all purposes shall replace and supersede the prior Attachment B – Fee Schedule.

B. The Agreement shall also be amended by the incorporation of a September 12, 2006 proposal letter submitted Bryan Mayeda, Senior Transportation Engineer of for Meyer, Mohaddes Associates (hereinafter, the “MMA Letter”). A true and correct copy of the MMA Letter is attached and incorporated hereto as **Exhibit “B.”** The work, services and tasks set forth in the MMA Letter shall be incorporated into Consultant’s overall Scope of Work, with the understanding that such work, services and tasks shall be primarily performed by MMA in its capacity as a subcontractor/subconsultant to Consultant.

## **SECTION 2. PERFORMANCE OF WORK BY MMA.**

A. The Parties acknowledge, understand and agree as follows:

1. The work, services and tasks set forth in the MMA Letter shall be performed by MMA in its capacity as a subcontractor/subconsultant retained by Consultant;

2. MMA, at all times, shall perform its work under the direction and supervision of Consultant;

3. Consultant shall be solely and exclusively responsible for compensating MMA for those services set forth in the MMA Letter;

4. Consultant shall bill JPA for services rendered by MMA in conformity with the MMA “Standard Fee Schedule” set forth on page 3 of the MMA Letter;

5. As set forth in the MMA Letter, the total compensation to MMA for the work, services and tasks set forth in the MMA Letter shall not exceed the sum of \$4,500.00;

6. The cost of all work, services, and tasks performed by MMA and billed to JPA by Consultant (inclusive of any Consultant mark-ups or other administrative costs or expenses incurred by Consultant in retaining MMA as a subconsultant) shall be counted toward and subtracted from the “Total Compensation Not To Exceed” figure set forth in the revised Fee Schedule attached hereto as **Exhibit “A”**;

7. In addition to any indemnification obligations set forth in the Agreement, Consultant shall indemnify, defend and hold JPA, its elected or appointed officials, officers, employees and agents free and harmless from any suits, claims, demands or causes of action arising out of (a) any contractual dispute between Consultant and MMA, including but not limited to any dispute over compensation; and (b) the negligent acts or omissions of MMA in the performance of those services and tasks set forth in the MMA Letter or otherwise performed on Consultant’s behalf in connection with the Project.

## **SECTION 3. EFFECTIVENESS OF AGREEMENT:**

A. The Parties acknowledge and agree that except for the amendments, terms and conditions set forth in Sections 1 and 2, above, the Agreement shall remain in full force and effect on its same terms. In keeping with the foregoing sentence, the Parties further agree that Consultant shall continue to perform under the Agreement, subject to the amendments, terms and conditions set forth herein. This Addendum

shall be interpreted and construed as if it were part of the Agreement and its provisions shall be harmonized with the provisions of the Agreement, except to the limited extent that such provisions are in conflict or are otherwise inconsistent. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control, but only to the limited extent that such a conflict or inconsistency exists and no further; in all other respects the Agreement shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed the day and year first written above.

**THOMAS HACKER ARCHITECTS, INC.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SAN GABRIEL RIVER DISCOVERY  
CENTER AUTHORITY:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “A” TO FIRST ADDENDUM**

Thomas Hacker Architects, Inc. –San Gabriel River Discovery Center Project  
REVISED FEE SCHEDULE for AGREEMENT FOR AS NEEDED CONSULTING SERVICES

(Revised as of 09/2006)

Attachment B - Fee Schedule

COMPENSATION: Not to exceed, time and materials, hourly rates shown below. 30-May-06		
<b>Consultant</b>	<b>Hours</b>	<b>Rate</b>
<b>THA (Architectural)</b>		
Principal	as needed	\$150.00
Design Technician III	as needed	\$75.00
<b>KPFF (Civil)</b>		
Senior Engineer	as needed	\$160.00
Project Manager	as needed	\$140.00
Project Engineer	as needed	\$110.00
<b>Walker Macy Landscape</b>		
Project Manager	as needed	\$51.00
<b>EIP - now PBS&amp;J Science and Engineering (Environmental)</b>		
Senior Manager	as needed	\$135.00
<b>Reimbursable</b>		
Travel, printing, telephone, fax per Contract billing rates		
<b>Work, Services &amp; Tasks Performed by Meyer, Mohaddes Associates</b>		
To be charged to JPA by Consultant in accordance with Standard Fee Schedule set forth in September 12, 2006 proposal letter (“MMA Letter”) attached to Addendum as Exhibit “B”		

Not to exceed		\$21,500.00
Consultant Mark-up	10%	
Reimbursables not exceed		\$2,500.00
<b>Total Compensation Not To Exceed</b>		<b>\$24,000.00</b>

**EXHIBIT “B” TO FIRST ADDENDUM – SCOPE OF WORK**  
Thomas Hacker Architects, Inc. –San Gabriel River Discovery Center Project



*a business unit of Iteris, Inc.*

September 12, 2006

Mr. Eric Wilson  
EDAW, Inc.  
3780 Wilshire Boulevard, Suite 250  
Los Angeles, CA 90010

RE: Evaluation of Driveway Location – San Gabriel River Discovery Center

P05-0085

Dear Mr. Wilson:

Based on our recent telephone conversations, the following is the scope of work and budget estimate to provide additional services related to the San Gabriel River Discovery Center. The additional work revolves around the assessment of the proposed driveway for the San Gabriel River Discovery Center project located in the Whittier Narrows Recreation Area.

**Scope of Work**

Meyer, Mohaddes Associates (MMA) will provide assistance to the project team on assessing the potential location of the project driveway. Utilizing the current conceptual site plan as a starting point, MMA will evaluate the proposed project's driveway to determine its ability to provide efficient and effective access to the project site. The assessment will include utilizing trip generation estimates for the project, which will be developed as part of the traffic impact study, to determine the appropriate sizing of the driveway (i.e., number of through lanes and turning lanes). Utilizing these trip generation estimates, the magnitude of trips which would need to be serviced by the project driveway would be determined and the location of the proposed driveway could be assessed to determine if it is properly located to meet the projected demand and interface efficiently with other existing nearby uses (e.g., the high school). Recommendations on the conceptual striping and signing at the project driveway will also be provided. The driveway assessment will also investigate the potential for alternative location(s) of the driveway which may better serve the site, if it is determined that there are issues/concerns with the proposed location. If an alternative location is proposed, MMA will work with the project team to determine if there are constraints which may prohibit the alternative.

New traffic counts will need to be conducted during specific time periods (e.g., weekend midday peak period) for this analysis that will not be covered in the traffic impact study. The traffic impact study will assess the standard weekday morning and evening peak hours of street traffic and will focus on adjacent intersections to the project site. This analysis will require collecting counts that coincide with the existing peak activities of the existing Nature Center at the current site which is expected to occur during the weekend. Also, traffic counts at the existing high school will need to be collected in order to determine how the high school activity could potential affect the proposed Discovery Center driveway. There is the possibility that the traffic demand created by the activity at the school, especially the eastbound left-turns into the high school, could interfere with operation of the proposed driveway. The traffic counts are included as part of the proposed budget estimate.

**707 Wilshire Boulevard, Suite 4810, Los Angeles, California 90017**  
**Phone (213) 488-0345 • Fax (213) 488-9440**

### **Cost Estimate**

In consideration of the performance of these services, Meyer, Mohaddes Associates propose to complete the additional work for a not to exceed fee of **\$4,500**. This fee is based upon the work scope presented above and includes the cost of all related technical, administrative services, traffic counts as described above in the scope of work, and other miscellaneous expenses. Our standard fee schedule is attached.

We look forward to working with you and your staff again on what appears to be a very interesting project. If you have any questions or need additional information, please do not hesitate to call me at (213) 488-0345.

Sincerely,

Meyer, Mohaddes Associates  
A business unit of Iteris, Inc.

Bryan Mayeda  
Senior Transportation Engineer

September 21, 2006, Agenda Item 5.B.

RESOLUTION 2006-23

RESOLUTION OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY TO APPROVE EXECUTION OF A FIRST ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT WITH THOMAS A. HACKER, INC.

WHEREAS, the San Gabriel River Discovery Center Authority (Authority) is a joint exercise of powers authority organized under pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Govt. Code §6500 *et seq.*); and

WHEREAS, the Authority on or about June 2006, executed and entered into an agreement entitled “Agreement for As Needed Consulting Services” (Agreement) in connection with its effort to design, develop and ultimately construct an educational facility dedicated to water conservation and water history issues in the San Gabriel Basin; and

WHEREAS, the Agreement set forth certain limits on the amount of monies that could be expended in connection with services rendered by Thomas Hacker Architects, Inc.;

WHEREAS, the Authority, since the execution of the Agreement has determined that additional work, not originally contemplated under the Agreement, is required to satisfy the Authority’s environmental due diligence efforts in connection with the design of the contemplated education facility; and

WHEREAS, Consultant, with the assistance of a subcontractor/subconsultant is capable of performing the additional work required by Authority provided the limits placed on the amount of monies that could be expended in connection with Consultant’s work is increased; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

*Therefore be it resolved*, that the Authority hereby finds, determines and resolves as follows:

1. That the public welfare shall be served by execution of that certain document entitled “First Addendum to Agreement for As Needed Consulting Services” which is attached hereto as Exhibit “A.”
2. That the President of the Authority’s governing Board of Directors or designee be authorized to execute the attached First Addendum to Agreement for As Needed Consulting Services (First Addendum) and bind the Authority to the terms and conditions contained therein.

3. That, as set forth in greater detail in the First Addendum, the original Agreement for As Needed Consulting Services shall remain in full force and effect except to the extent that the same is modified by the First Addendum.
4. ADOPTS the staff report dated September 21, 2006.

*~ End of Resolution ~*

Passed and Adopted by the Board of the SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY on September 21, 2006.

---

President

**San Gabriel River Discovery Center Authority**  
September 21, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Officer

Subject: Agenda Item 5.C. Governing Board Fundraising Subcommittee Update

This item will be covered by President Faustinos and Board member Pedroza.

**Recommendation:** Staff recommends receipt and file of Governing Board Fundraising Subcommittee Update.

**Background & Discussion:** A Fundraising Subcommittee was created by the Governing Board at its July 20, 2006 meeting. The subcommittee members are President Faustinos and Board member Pedroza. Their efforts will focus on establishing policies and strategies which would assist the Fundraising efforts of the Stakeholder Committee, and to identify funding sources. For instance, discussions with Congresswoman Solis has resulted in the understanding that she could assist with Federal funding, and therefore the Authority would not need to hire a professional lobbyist for this purpose.

**San Gabriel River Discovery Center Authority**  
September 21, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Officer

Subject: Agenda Item 5.D. Consideration of a resolution approving the job description for the Executive Officer position and conditionally approving recruitment for the position and possible authorization for professional services necessary to establish the preferred hiring process for the position.

**Recommendation:** Adopt a resolution to:

1. APPROVE the job requirements, duties, qualifications and salary range for the Authority's Executive Officer as provided in the Staff Report dated September 21, 2006.
2. AUTHORIZE use of professional services necessary to establish the preferred hiring process for the position.
3. AUTHORIZE solicitation of candidates for this position upon approval of a Board approved employment structure.
4. APPOINT an Executive Officer Search Sub-Committee of the Governing Board.

**Background & Discussion:**

At its meeting on August 17, 2006, the Authority Governing Board approved the need to fill the position of Executive Officer for the Authority on a full-time basis. A summary job description was discussed at that meeting. Additional points were discussed regarding the structure of employment, how rapidly to proceed with soliciting candidates and an appropriate level of qualifications and salary range for this position. Staff was directed to return with this information for the Board's consideration at the next meeting, to allow the Board to move forward as quickly as possible.

The Executive Officer position is specified in the Joint Powers Agreement which formed the Authority, as follows:

Executive Officer: The Authority and the Discovery Center shall be administered in accordance with the policies and directives of the Board. The Board may appoint, hire or otherwise retain a person to serve as the Authority's Executive Officer, who shall manage operations of the Discovery Center. The Executive Officer shall perform the functions set forth under §6505.1 of the California Government Code and such other functions as the Board may prescribe by resolution.

This agreement anticipates that the position would be a full-time direct employee of the Authority, although other options may be available. In any case, it is important that the individual selected for this position be hired with the expectation of long-term employment covering both the construction and operational phase of the Discovery Center. Success both in fundraising and community acceptance and participation in the Discovery Center will be highly dependent on relationships built by the Executive Officer. A job description listing qualifications and job duties during both the implementation and operation phases of the project is attached as Exhibit A.

It is proposed that this job be offered with a salary range of \$70,000 to \$85,000 annually depending on qualifications and salary history of the successful candidate. This range is based on limited available data for similar positions nationwide. A summary of current positions being offered is attached as Exhibit B. Many of advertisements for an employee at this level leave salary as an open item, dependent on the individual hired. The range is somewhat higher than many offerings based both on the fact that this job entails more complex duties than some positions at small museums, and that our region has a higher cost of living.

There are several optional employment arrangements that could be used for this position. The options identified to date include a direct employee of the Authority, a contract employee through an employment service, and a hybrid approach. A brief description of these options, along with some advantages and disadvantages of each, is provided in Exhibit C.

Exhibit D provides the draft job advertisement which outlines the necessary qualifications for this position.

## FISCAL IMPLICATIONS

In the immediate future, the RMC grant can be used to fund a portion of the Executive Officer's salary, related to project-specific activities conducted by this position. However, activities which are not directly related to the project will need to be covered by the unrestricted funds contributed by the other JPA members. The Executive Officer will be required to track hours worked by type of activity to provide accurate records for the Authority. A specific percentage of project-specific versus non-project activities is difficult to estimate, as the activities of the Authority will vary over time.

It is anticipated that over the next 8-12 months, a significant portion of the Executive Officer's time will be expended supporting fundraising, and preparing for and conducting Authority Board and subcommittee meetings. These are not project-specific activities, and are not eligible for reimbursement by the RMC grant funds.

An example of project-specific activities which would be reimbursable by the RMC grant funds would be time spent by the Executive Officer related to the environmental process. This would include oversight of the Los Angeles County Department of Parks and Recreation environmental team, their consultants, and coordination/oversight of Thomas A Hacker consultants performing tasks for the environmental process.

When the project enters into the construction design phase, time spent by the Executive Officer related to actual project design will be reimbursable by the RMC grant. All non-eligible grant funded time must be charged to the discretionary funds contributed by the partners to date.

Funding for the Executive Officer's position in the long term will be may be provided for by an endowment established by the partners of the Authority or with other funds raised by the Authority.

In summary, good preliminary information has been collected to date regarding the hiring structure for the full-time Executive Officer. At this time, staff has several recommendations which will allow the Board to move forward with this process. First, the Authority Board should establish an Executive Officer Search Sub-Committee. Secondly, it is now appropriate to obtain the services of special counsel to provide guidance to the Board regarding the best hiring arrangement (employment structure) for the Authority. This will facilitate not only the best structure for employing the Executive Officer, but could also provide guidance for the employment of future full-time administrative staff, as necessary.

September 21, 2006, Agenda Item 5.D  
Exhibit A

SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY  
EXECUTIVE OFFICER - JOB DESCRIPTION & JOB DUTIES

The Executive Officer for the San Gabriel River Discovery Center will provide overall direction to the development and operation of the San Gabriel River Discovery Center. This position will serve the Discovery Center both during the implementation phase as well as the operations phase after construction is complete, and anticipated primary duties and functions are reflected for both phases. The Executive Officer will report directly to the Authority Governing Board, which will prepare annual performance evaluations, and which will have the authority to terminate this employment, if necessary for any reason, in accordance with contract provisions.

IMPLEMENTATION PHASE

FUNCTIONAL SUPPORT TO GOVERNING BOARD

The Executive Officer will maintain activities of all necessary committees and the Governing Board, assuring that budgets, schedules, and items requiring decisions are presented in a timely manner.

ADMINISTRATION

The Executive Officer will develop contracts for all required services, and provide overall supervision to consultants and contract employees. This will include management of budgets and schedule requirements, and providing reports to the Governing Board regarding required revisions.

FUNDRAISING/OUTREACH

The Executive Officer will become the primary point person for the project in communications with the public and potential donors or grantors. This function will involve assuring that appropriate materials describing the project are available, and that fundraising consultants and grant writers, where necessary, are available to support the project. In addition, a foundation to receive tax-exempt contributions will be established during this period.

PROJECT OVERSIGHT

Project implementation will be a critical function during this period, with a high potential for cost impacts if schedules and commitments, including LEED design features, are not implemented expeditiously. The Executive Officer will maintain oversight of this process, assuring that commitments are met, that project management resources are available, and that the Governing Board is provided with regular reports.

## OPERATIONS

Initially, it will be necessary to assure that operational needs are accommodated by the project design and establish an operational agreement defining the relationship between the Authority and property owners on whose land the facility is being built. As operation approaches, an initial operating program and budget, involving all participants, will have to be prepared.

## OPERATIONAL PHASE

### ADMINISTRATION

Identification of resources and general supervision of employees involved in direct operation of the Discovery Center will be performed by the Executive Officer. Resources may include a combination of County employees assigned to the Center itself, rather than County programs run from the Center, volunteers, and contract employees. In addition, it will be necessary to maintain regular meetings with the Governing Board and participants, as well as assuring that commitments and financial recordkeeping, including audits, are maintained.

### OPERATIONS

The Executive Officer will establish, based on participant input, and secure Governing Board approval of the annual operating program for the Discovery Center. In addition, day-to-day management of facility operations, including maintenance, security, energy efficiency, and upkeep, will be a key component of the Executive Officer's duties.

### FUNDRAISING

The Executive Officer will continue to rely heavily on corporate contributions, grants, revenues from facility users, and support from the Discovery Center Foundation and endowments to secure funds for operating and improving the facility. This will include seeking grants for habitat restoration and improvements to areas of the Nature Center that may not be under direct operation by the Discovery Center, but which play an important role in the visitor experience.

### OUTREACH

The Executive Officer will provide a key interface with outside organizations in maintaining awareness of the Discovery Center, solicitation of volunteer support, encouraging visitation and use of the facilities, and assuring, through periodic surveys and other feedback mechanisms, that the facility meets visitor expectations.

## JOB DUTIES

While duties required to be performed during fundraising, design and construction and operation will be similar in many respects to those required once the facility begins operations, there will be several areas of difference as well. The following listing includes primary duties and responsibilities although it is expected that the Executive Officer will exercise initiative to identify and perform duties necessary to maintain sound operation of the facility as necessary.

## IMPLEMENTATION PHASE

1. Provide direct support to the Governing Board and its members, including organization of agendas, board memoranda, and resolutions related to actions requiring Board approval.
2. Overseeing and attending meetings of the Stakeholder Advisory Committee and various subcommittees formed to support the development of the Discovery Center.
3. Development and oversight of all contracts necessary to complete design, construction, management and other support activities and services necessary to complete implementation of the Discovery Center. Day-to-day management of major contracts may be delegated to a project management consultant and/or project management firm, functions of which will be supervised by the Executive Officer.
4. Management and supervision of fundraising activities, including chairing the project Fundraising Committee, to secure grants, appropriations, and private and corporate contributions sufficient to secure construction of the Discovery Center.
5. Communicate with management and staff members from participant organizations to assure that their needs are met, within the overall context of the Discovery Center, as defined by the Governing Board.
6. Establish and manage project budgets for each fiscal year, assuring that budgets are established and approved in a timely fashion consistent with the requirements of the Authority agreement.
7. Identification and presenting for Governing Board approval resources needed to accomplish project objectives.
8. Hiring and supervision of assigned employees, whether direct employees of the Authority or provided by contract services.
9. Establishment of operating procedures, including, as appropriate, presenting for Governing Board approval, necessary to assure effective operation of the project and understanding by all involved parties.
10. Maintenance of public relations activities, including requests for information and presentations, by agencies, organizations, political leaders and other parties interested in supporting the development of the Discovery Center.
11. Establishment and maintenance of the project schedule, including providing regular status to the Governing Board and seeking approval for any changes to completion dates.
12. Assuring that all permit requirements are met in a timely fashion. This activity may be delegated to the Project Management organization.
13. Assuring that support is provided to the Environmental Analysis, including responses to consultant comments, testimony at public meetings and identification of mitigation measures required to satisfy analysis findings.

14. Establishment of the San Gabriel River Discovery Center Foundation to allow tax-exempt contributions to the Center.
15. Oversee development of controls to assure that requirements identified to meet LEED goals are tracked through project implementation. This activity may be delegated to the Project Management organization.
16. Provide reports as necessary to satisfy concerns raised by the Governing Board, participant organizations or outside parties.
17. Work with participant organizations to develop the initial operating program and budget for the first year of operation.
18. Oversee the preparation of brochures, fact sheets, press releases or other materials necessary to provide adequate public understanding of project objectives and details.
19. Provide input to the design and construction process pertinent to long-term operational requirements.
20. Negotiate long-term operational and sub lease agreements with the Los Angeles County Department of Parks and Recreation and U. S. Army Corps of Engineers that define jurisdictional requirements and interfaces between the Discovery Center and Whittier Narrows Nature Center.

#### OPERATIONAL PHASE

1. Manage day-to-day operations of the Discovery Center consistent with provisions of the operational agreement.
2. Work with participant organizations to establish the annual operating program and budget for the upcoming fiscal year and assure timely approval of this budget by the Governing Board.
3. Establish revenues, including participant contributions, operating fees, Discovery Center Foundation grants, endowments, contributions from outside parties, and other funding sources to support annual operations.
4. Provide functional supervision to employees, including County employees directly involved with Discovery Center operations and maintenance, to assure efficient operation of the Center.
5. Secure availability of adequate personnel, including volunteers, where appropriate, to staff required functions within the Discovery Center.
6. Identify maintenance needs and secure support from Department of Parks and recreation, volunteers, employees or maintenance contracts, to assure that the facilities are maintained in a sound and attractive condition.
7. Actively solicit outside contributions to either the Discovery Center or its Foundation to sustain and increase programs.
8. Maintain relationships with community organizations, political bodies, including cities, school districts and agencies, corporate entities, and other organizations to maintain awareness of, and support for, programs and operation of the Discovery Center.
9. Support development and maintenance of a volunteer organization to provide support for activities at the Discovery Center and, as appropriate, adjacent Whittier Narrows Regional Park.
10. Seek programs and rotating exhibits that may enhance visitor interest in the Discovery Center or provide key information of topical interest.
11. Provide assurance that the facility operates in compliance with requirements of its operational agreement and other permit requirements.

12. Maintain a regular schedule of Governing Board meetings, in accordance with open meeting requirements, and assure that items requiring Governing Board approval are brought to the Board in a timely fashion.
13. Establish necessary procedures, and secure Governing Board approval, to maintain efficient operation of the Center.
14. Oversee required accounting and audit procedures to assure that financial controls are effectively maintained.
15. Maintain appropriate insurance coverage to protect visitors, Board members, and personnel from undue risk.
16. Monitor effectiveness of energy and water efficiency systems to assure that these systems operate at optimum performance to reduce annual costs.
17. Monitor visitor conditions to assure that visitors enjoy a safe and rewarding experience at the Center. This activity may include periodic visitor surveys.
18. Review operation and revenues from the store area to assure that items presented therein meet visitor needs.
19. Maintain a close relationship with security organizations, including police and fire protection, to assure visitor safety.
20. Seek opportunities for grant funding to improve exhibits at the Center or enhance habitat restoration within the Nature Center.

#### EMPLOYER INFORMATION

The San Gabriel River Discovery Center Authority (Authority) is a Joint Powers Authority with current membership consisting of the state of California San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), the Los Angeles County Department of Parks and Recreation (DPR), the Upper San Gabriel Valley Municipal Water District (Upper District) and the Central Basin Municipal Water District (Central Basin). The JPA was formed solely for the purpose of constructing, operating and maintaining the San Gabriel River Discovery Center. The Discovery Center will be located partially on land owned by DPR and partially on land leased by the County from the United States Army Corps of Engineers for operation of the Whittier Narrows Nature Center. The Authority will operate the Discovery Center, currently programmed as a LEED platinum facility, and directly associated facilities required to support operation. Operational responsibilities for site interpretive facilities will be dependent on division of responsibility between the Authority and DPR established in the Operational Agreement.

September 21, 2006, Agenda Item 5.D  
Exhibit B

SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY  
EXECUTIVE OFFICER  
SALARY COMPARISON

Debs Center Executive Director (Los Angeles, CA) \$52,000

This facility is smaller than SGRDC, although many of the same functions are involved, including community outreach, fundraising, scheduling facility use, and maintenance of a LEED platinum facility that is off the electric grid.

Director of Historic Resources (Manassas, VA) \$75,816-\$101,213

This position involves operation of a regional history museum and seven historic properties. The job description includes community outreach and staff supervision, but does not include fundraising.

Museum Manager, Natural History Museum (Las Cruces, NM) \$39,759-\$58,743

This position involves oversight and supervision of staff involved in operation of the City of Las Cruces Museum, including programs, classes, tours and other public interface, including marketing. Based on the description, it seems this museum is fairly small and is located in a less expensive housing market.

Assistant Director at Nauticus, The National Maritime Center (Norfolk, VA) \$57,745-\$75,000

Duties include working with the Director on liaison with various tenant facilities, including the Battleship Wisconsin and a cruise terminal, coordinating on-site projects, and oversight of visitor services, maintenance, technical systems, daily education operations, special events, housekeeping and involvement with cruise ship operations.

Museum Supervisor, Waukegan Park District (Waukegan, IL) \$41,100-\$50,200

Duties include general management of museum operations, as well as scheduling and supervision of volunteer activities. Also included are community outreach activities, marketing and solicitation of funds.

September 21, 2006, Agenda Item 5.D  
Exhibit C

SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY  
EXECUTIVE OFFICER EMPLOYMENT ARRANGEMENTS

DIRECT EMPLOYEE

In this option, the Executive Officer would be a direct employee, receiving a full salary and benefits package from the Authority. Benefits such as vacation, holidays, and paid time off can easily be offered through direct compensation for a salaried employee. Other benefits, such as Worker's Compensation, health insurance and retirement packages, typically rely on actuarial statistics for a larger pool of employees and are not as easy to provide for a single employee. Options include additional compensation to allow the employee to elect a self-insurance program, or use of blanket insurance programs available to an industry class of employees. Such programs are offered to member agencies by the Association of California Water Agencies (ACWA) or California Public Employees Retirement System (CalPERS). Membership in either of these programs can be made available to the Authority since several JPA partners are affiliated with one of these organizations.

Advantages

1. This arrangement provides the most direct relationship between the Authority and Executive Officer.
2. Provides the most secure arrangement for long-term employment.
3. The Executive Officer will experience the greatest sense of involvement with the Authority under this arrangement.

Disadvantages

1. Greater complexity in ensuring adequate benefits package.
2. Time will be required to prepare the job advertisement, solicit resumes, conduct interviews and hire the Executive Officer.
3. Time will be needed to register with entities such as CalPERS.
4. Although costs could vary with the types of benefits procured, the number of persons employed by the Authority (i.e. one) may not justify the registration costs and the cost of administering such a benefits system at the present time.

The ACWA/Joint Powers Insurance Authority (ACWA/JPIA) ACWA was also examined as a possible source of Workers Compensation coverage. Unfortunately, the Authority does not currently employ the minimum number of employees necessary to participate in this program (minimum five employees). It should be noted that ACWA/JPIA is a distinct entity from ACWA which also offers a range health and workers compensation benefits.

## CONTRACT EMPLOYEE THROUGH EMPLOYMENT SERVICE

Although this individual could also work on contract directly for the Authority, this alternative envisions a contract through an employment service skilled in finding and employing the successful candidate. Under this arrangement, all job provisions would be clearly specified in the employment contract. The benefits package would be provided by the employment service.

### Advantages

1. Benefits would be provided by a separate organization that can achieve potentially more attractive packaging for multiple employees.
2. Candidate search requirements would be performed by an organization skilled at such work and which will likely have better access to qualified candidates.
3. Termination and replacement will be easier than with other arrangements.
4. Candidate availability can be expedited.

### Disadvantages

1. The Executive Officer may view the position as a temporary position.
2. The Executive Officer may feel less tied to the success of the Discovery Center.
3. Limitations may be encountered with top candidates unwilling to work under this type of arrangement.
4. Although most private agencies provide recruitment services for executive level positions, it is not certain that they will also be able to provide salary and benefits in the same fashion such items are provided to non-executive level employees through entities like Kelley Services etc.
5. There would be increased administrative costs.

## HYBRID APPROACH

In this arrangement, the Executive Officer would receive his or her salary and benefits from one of the Authority's member agencies. The member agency would in turn be compensated by the Authority for the cost and expense of allowing the Authority to piggy-back on the member agency's salary and benefits system. . In this case, benefits would be consistent with the benefits package offered by that agency. Salary and job requirements could be consistent with an existing job classification within the agency, although supplemental requirements, with commensurate salary supplement, could be structured by the agency to fit this unique position. The willingness of one of the Authority's member agencies to assume this responsibility will be a necessary prerequisite to pursuing this option and consideration of the relative ability of each member agency to fulfill this role should be considered. The relationship between the Authority and the member agency serving in this capacity can be set forth by way of a written agreement.

### Advantages

1. Benefits will be established based on similar positions in one of the participant agencies.
2. Having the position set up as an employee of a more established organization may enhance job attractiveness.
3. Authority can piggy-back on a member agency existing benefits systems with full compensation afforded to the member agency that assumes this responsibility. This is a tested model currently used by other public entities whose mission is similar to those of the Authority (e.g. Puente Hills Landfill Native Habitat Preservation Authority and the Los Angeles County Arboretum).

### Disadvantages

1. As an employee of another organization, greater distance is created between the Executive Officer and the Authority Board.
2. The Executive Officer may view positions in the employer organization as more attractive, particularly if difficulties are experienced in establishing the Discovery Center.
3. The entrepreneurial nature of the Discovery Center operation may be compromised by the culture of the employer organization.
4. Job actions may require approval under civil service rules of the employer organization.

It is expected that a period of at least four weeks will be required to allow potential candidates sufficient time to prepare and submit resumes. As a possible option, staff can evaluate resumes received and recommend a list of 3-5 candidates that seem to be best qualified for interviews. It is recommended that an interview team, including two members of the Governing Board, be designated to interview potential candidates. It is expected that this process will require at least three months, including time to advertise the position, review resumes, conduct interviews and develop a final recommendation to the Governing Board.

September 21, 2006, Agenda Item 5.D  
Exhibit D

SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY  
EXECUTIVE OFFICER DRAFT ADVERTISEMENT AND QUALIFICATIONS

GENERAL INFORMATION

The Executive Officer for the San Gabriel River Discovery Center will provide overall direction to the development and operation of the San Gabriel River Discovery Center. This position will serve the Discovery Center both during the implementation phase as well as the operations phase after construction is complete. The Executive Officer will report directly to the Authority Governing Board, which will prepare annual performance evaluations, and which will have the authority to terminate this employment, if necessary for any reason, in accordance with contract provisions.

SALARY RANGE: \$70,000-\$85,000 annually

EMPLOYER: San Gabriel River Discovery Center Authority

LOCATION: South El Monte, California (an alternate office location will be designated prior to opening of the facility)

JOB TYPE: Full-time "At-Will" Position

EDUCATION: Bachelor's Degree required, Master's Degree preferred

QUALIFICATIONS

1. Bachelor's degree, from a regionally accredited institution, in biological sciences, museum studies, museum management, business, or other pertinent field. Master's degree is preferred.
2. At least five years experience in museum work, with at least two years at a management level
3. Demonstrated ability in budget development and sound fiscal management.
4. Demonstrated ability to work with a governing board.
5. Demonstrated ability to supervise and manage the work of others.
6. Demonstrated fundraising ability, including management of foundations, endowments, broad-based capital campaigns, or a combination of these activities.
7. Proven ability to build relationships with organizational partners, public organizations, and sponsors.
8. Demonstrated effectiveness in written and oral communication skills.

Interested candidates should submit a letter of interest, resume, and salary history by \_\_\_\_\_(date) to:

Ms. Valorie Shatynski  
Rivers and Mountains Conservancy  
900 S. Fremont Avenue, Second Floor Annex  
Alhambra, CA 91803

September 21, 2006, Agenda Item 5.D.  
RESOLUTION 2006-24

RESOLUTION OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY APPROVING THE JOB DESCRIPTION FOR THE EXECUTIVE OFFICER POSITION AND CONDITIONALLY APPROVING RECRUITMENT FOR THE POSITION AND AUTHORIZATION FOR PROFESSIONAL SERVICES NECESSARY TO ESTABLISH THE PREFERRED HIRING PROCESS FOR THE POSITION.

WHEREAS, the San Gabriel River Discovery Center Authority (Authority) has been established between The County of Los Angeles, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Upper San Gabriel Valley Municipal Water District, and The Central Basin Municipal Water District to facilitate the planning, development, construction and operation of the San Gabriel River Discovery Center;

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

*Therefore be it resolved* that the Authority hereby:

1. FINDS that this action is consistent with the purposes and objectives of the Authority.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act
3. APPROVES the job requirements, duties, qualifications and salary range for the Authority's Executive Officer.
4. AUTHORIZE use of professional services necessary to establish the preferred hiring process for the position.
5. AUTHORIZE solicitation of candidates for this position upon approval of a Board approved employment structure.
6. APPOINTS an Executive Officer Search Sub-Committee of the Governing Board.
7. ADOPTS the staff report dated September 21, 2006.

*~ End of Resolution ~*

Passed and Adopted by the Board of the SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY on September 21, 2006.

---

President

**San Gabriel River Discovery Center Authority**  
September 21, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Officer

Subject: Agenda Item 5.E. Consideration off a resolution authorizing the Executive Officer to execute and enter into an agreement with Vasquez & Company LLP for annual auditing services as required by the Joint Powers Authority Agreement.

**Recommendation:** Adopt a resolution authorizing the Executive Officer to execute and enter into an agreement with Vasquez & Company LLP for annual auditing services as required by the Joint Powers Authority.

**Background & Discussion:** The Joint Powers Authority agreement for the San Gabriel River Discovery Center Authority requires an annual audit of the accounting for the Authority. In accordance with the requirements, the agreement with Vasquez and Company LLP will provide the necessary audit for Fiscal Year 2005-2006. It should be noted that this audit covers the period from formation of the JPA through June 30, 2006, and as a result, will not include the full fiscal year. As a result, the cost for audit this year is the modest amount of \$3,950.

The auditor will perform all fieldwork required to complete the general financial audit work for the Authority, beginning October 2-13, 2006, and prepare and deliver a draft audit report on October 20, 2006. The final audit report will be presented to the Governing Board of the Authority at its November 16, 2006 meeting. The agreement with Vasquez and Company LLP is attached as Exhibit A.

**Exhibit A**  
**September 21, 2006, Agenda Item 5.E.**

**AGREEMENT FOR AUDITING SERVICES**

(By and Between: Vasquez & Company LLP and the San Gabriel River Discovery Center Authority)

THIS AGREEMENT FOR AUDITING SERVICES (the "Agreement"), is executed and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006 (hereinafter, the "Effective Date"), by and between the SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY, a joint exercise of powers authority organized pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Govt. Code §6500 *et seq.*)(Hereinafter, "Authority") and VASQUEZ & COMPANY LLP, a California Limited Liability Partnership (hereinafter, "Consultant"). For the purposes of this Agreement Authority and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to Authority or Consultant interchangeably.

**RECITALS**

This Agreement is made and entered into with respect to the following facts:

WHEREAS, Authority requires the performance of auditing services in connection with its annual audit (hereinafter, the "Project"); and

WHEREAS, the Authority has determined that Consultant and its personnel possess the skills, education, training and experience necessary to competently perform and timely complete the auditing services required by Authority.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**ARTICLE I**

**NATURE, SCOPE AND TERM OF SERVICES AND COMPENSATION**

- 1.1 **NATURE OF SERVICES & IDENTIFICATION OF PROJECT**: The Parties agree that this Agreement relates to the provision of auditing services by Consultant for the benefit of Authority in the furtherance of the Project.
- 1.2 **SCOPE OF PROFESSIONAL SERVICES**: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant covenants, warrants and agrees to perform the services and tasks set forth in ***Exhibit "A"*** (hereinafter referred to as the "Scope of Work"). Consultant further agrees to furnish to Authority all labor, materials, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Services." Neither Consultant nor anyone acting on Consultant's behalf shall commence with the performance of the Services or any other Project-related work until Authority issues a written notice to proceed (hereinafter, the "Notice to Proceed").
- 1.3 **PROSECUTION OF WORK**: The Parties agree to the following:
  - A. Time is of the essence under this Agreement and each and every provision contained herein. The Services shall be commenced within ten (10) calendar days of Authority's issuance of a Notice to Proceed, and shall be considered completed thirty (30) days following Authority's written approval and acceptance of work to be performed (hereinafter, the "Completion Date"). Authority's approval and acceptance of the work shall not relieve Consultant of its duty to correct any errors or omissions later discovered by Authority or any liability for damages or losses caused to Authority by the same later-discovered errors or omissions.

- B. Consultant shall perform the Services continuously and with due diligence so as to complete the work by the Completion Date and shall cooperate with Authority and in no manner interfere with the work of Authority, its employees or other contractors, subcontractors or sub consultants in connection with the Project. Consultant shall provide, at its sole expense, such additional personnel as may be necessary to meet the completion schedule established under this Agreement.
  - C. If, as a result of causes beyond the control of the Authority, the Parties jointly conclude that it is inadvisable to proceed with the Services, then Consultant shall, upon receipt of written notice from Authority, immediately discontinue any further work hereunder until such time as the Parties may deem it advisable to resume the Services. Consultant shall resume the Services promptly upon receiving notice from Authority to do so, and Consultant shall not be entitled to any damages or compensation on account of any such cessation of work as a result of any of the foregoing causes.
  - D. The deadlines of the Project Schedule notwithstanding, in no event shall Consultant delay the completion of the work to be performed under this Agreement beyond the one-year anniversary of the Effect Date of this Agreement without the prior written consent of the Authority which consent may be granted, conditionally granted or denied in its sole and absolute discretion.
- 1.4 **COMPENSATION:** Consultant covenants, warrants, represents and agrees that Consultant shall perform and complete the Services contemplated under this Agreement at a total cost that shall not exceed **THREE THOUSAND, NINE HUNDRED AND FIFTY AND 00/100 DOLLARS (\$3,950.00)** (hereinafter, the “Contract Price”). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, services, tasks, costs and incidental and customary work necessary to competently perform and fully complete the Services as well as compensation for all specifically delineated expenses set forth in the Scope of Work. Consultant shall not receive, nor shall Consultant be entitled to, compensation in excess of the Contract Price for labor, materials, tools, supplies, equipment, services, tasks, costs, delineated expenses or incidental and customary work performed during any extension of the term of this Agreement where, pursuant to Section 1.3, above, Consultant has requested additional time to complete the Services and the necessity for such additional time is not caused, either in whole or in part, by Authority.
- 1.5 **PAYMENT OF COMPENSATION:** Authority shall pay the Contract Price in increments over the term of the Agreement as Consultant completes the Services to be performed in the furtherance of the Project. At the end of each month during the term of this Agreement, Consultant shall submit to Authority a monthly itemized statement indicating the work completed, cost incurred and hours of Services rendered by Consultant. The statement shall describe the specific tasks performed and the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Authority shall, within forty-five (45) calendar days of receiving such statement, review the statement and pay all approved charges thereon.
- 1.6 **REIMBURSEMENT FOR UNANTICIPATED EXPENSES:** Consultant shall not incur nor shall Consultant be reimbursed for any expenses not specifically delineated in the Scope of Work (such non-delineated expenses shall hereinafter be referred to as “Unanticipated Expenses”), unless such Unanticipated Expenses are first authorized and approved by Authority in writing. Unanticipated Expenses shall not include those expenses specifically delineated in the Scope of Work nor shall it include expenses for labor, materials, tools, supplies, equipment, services, costs and incidental and customary work necessary to perform and complete the services, tasks and other work contemplated in the Scope of Work. Unanticipated Expenses shall not include the cost of obtaining or maintaining any licenses, permits, qualifications or approvals required pursuant to Section 2.5(e), below, nor shall it include the cost of procuring and/or maintaining any insurance coverage required under Article IV (Insurance) of this Agreement. Unanticipated Expenses means unanticipated but necessary overnight travel expenses to locations outside of the County of Los Angeles or the County of Orange; and the payment of any unanticipated fees necessary for the completion of any work contemplated under this Agreement.
- 1.7 **EXTRA WORK:** At any time during the term of this Agreement, Authority may request that Consultant perform Extra Work. For the purposes of this Agreement, the term “Extra Work” means any additional work, services or tasks not set forth in the Scope of Work but later determined by Authority to be necessary in the

furtherance of the Project. Consultant shall not undertake nor shall Consultant be entitled to compensation for Extra Work without the prior written authorization of the Authority Representative, subject also to any requisite approvals by the El Monte Authority Council. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Services and related tasks set forth in the Scope of Work.

- 1.8 ACCOUNTING RECORDS: Consultant shall maintain complete and accurate records with respect to all work performed and all costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Authority during normal business hours to examine, audit, and make transcripts or copies of all such records and any other billing records and time sheets created by Consultant in the performance of this Agreement. Consultant shall retain and allow inspection of all records and work product created by or on behalf of Consultant in the performance of this Agreement for a period of five (5) years from the date this Agreement terminates or expires, whichever the case may be.
- 1.9 ABANDONMENT BY CONSULTANT: In the event Consultant ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to completion, Consultant shall deliver to Authority immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which Authority may incur as a result of Consultant's cessation or abandonment.

## **ARTICLE II. PERFORMANCE OF AGREEMENT**

- 2.1 AUTHORITY'S REPRESENTATIVES: The Authority hereby designates its Executive Director to act as its representatives for the performance of this Agreement (hereinafter, the "Authority Representative"). The Authority Representative or designee shall act on behalf of the Authority for all purposes under this Agreement. Consultant shall not accept directions or orders from any person other than the Authority Representative or their designee.
- 2.2 CONSULTANT'S REPRESENTATIVE: Consultant hereby designates Gilbert R. Vasquez, Managing Partner, or his designee, to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Notice to the Consultant's Representative shall constitute notice to Consultant.
- 2.3 PROJECT SCHEDULE: Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Project Schedule which is incorporated into the Scope of Work. Consultant further covenants, warrants and represents that it has the professional and technical personnel necessary to perform the Services in conformance with such conditions. To facilitate Consultant's conformance with the Schedule of Service, Authority shall respond to Consultant's submittals in a timely manner. Upon request of Authority, Consultant shall provide a more detailed schedule of anticipated performance to meet the Project Schedule.
- 2.4 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Consultant agrees to work closely with Authority's staff in the performance of the Services and this Agreement and shall be available to the Authority Representative and the Authority's other staff, consultants and officials at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by the Authority Representative and/or the Authority's governing Board of Directors.

2.5 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Consultant warrants, represents and agrees to the following:

- (a) Consultant understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance; and
- (b) Consultant shall perform all Services under this Agreement in a skillful and competent manner equivalent to, if not greater than, the standard generally recognized as being employed by professional auditors performing the same services in the State of California; and
- (c) Consultant possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, if not greater than, the standard of performance generally recognized as being employed by professional auditors performing the same Services in the State of California; and
- (d) All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and
- (e) All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and
- (f) Consultant shall faithfully and diligently perform Services to completion.

The Parties acknowledge and agree that Consultant shall perform, at Consultant's own cost and expense and without any reimbursement from Authority, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the foregoing standard of care set forth under this Section 2.5 or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by Authority in writing in its sole and absolute discretion. The Parties acknowledge and agree that Authority's acceptance of any work performed by Consultant or on Consultant's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that Authority has relied upon the foregoing warranties and representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, if not greater than, the standard of performance generally recognized as being employed by professionals performing the same Services in the State of California.

2.6 ASSIGNMENT: The skills, training, knowledge and experience of Consultant are material to Authority's willingness to enter into this Agreement. Accordingly, Authority has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Authority. In the absence of Authority's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services shall be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Authority retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly

interfere with Consultant's competent performance under this Agreement or result in the unauthorized disclosure of Authority's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Authority and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.8 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the Authority in its sole and absolute discretion to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the Authority, such officer, employee, agent, contractor, subcontractor or sub consultant shall be promptly removed from the Project by Consultant and shall not be re-employed to perform any of the Services or other work related to the Project. In keeping with the indemnification provisions of Section 5.1, below, Consultant shall indemnify, defend and hold free and harmless Authority, its elected or appointed officials, officers, employees, agents and volunteers from any claims or liability arising out of the removal of any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants pursuant to this Section 2.8.

2.9 **COMPLIANCE WITH LAWS:** Consultant shall make all reasonable and customary efforts keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect the Project or the performance of the Services. Consultant shall be liable for all violations of such laws, statutes, codes, rules, regulations and ordinances in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, statutes, codes, rules, regulations or ordinances, Consultant shall be solely responsible for all costs and/or penalties arising there from. In keeping with the indemnification requirements of Section 5.1, below, Consultant shall indemnify, defend and hold free and harmless Authority and Authority elected or appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with such laws, statutes, codes, rules, regulations or ordinances.

2.10. [RESERVED – NO TEXT]

2.11. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, Consultant agrees as follows:

- (a) **Compliance with Regulations:** Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity": as labor regulations (41 C.F.R. Part 60), hereinafter referred to as the "Regulations."
- (b) **Nondiscrimination:** Consultant shall not discriminate on the ground of age, physical handicap, medical condition, marital status, race, color, religion, ancestry, sex, sexual orientation or national origin in the performance of this Agreement or in retention employees, contractors, subcontractors or subconsultants.
- (c) **Solicitation for Subcontractor, Including Procurements of Materials & Equipment:** In all solicitations either by competitive bidding or negotiations made by Consultant for the work to be performed under any subcontract, including procurements of materials or equipment, such potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to non-discrimination on the basis of age, physical handicap, medical condition, marital status, race, color, religion, ancestry, sex, sexual orientation or national origin.
- (d) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or order and instructions issued pursuant thereto, and shall permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by Authority to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Authority and shall set forth what efforts it has made to obtain such information.

- (e) Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, Authority shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to Consultant under the Agreement until consultant complies; or
- (2) Termination of this Agreement pursuant to Article VI (Termination).

- (f) Incorporation of Provisions: Consultant shall include the provisions of paragraphs “a” through “e” in every subcontract, including Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### **ARTICLE III CONSULTANT'S STATUS**

- 3.1 INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of Authority. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind Authority in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, Authority, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by Authority in writing.

### **ARTICLE IV INSURANCE**

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below, Consultant agrees that it shall procure and maintain for the duration of this Agreement (or for whatever duration is otherwise required under this Article) insurance against claims for damage to property or injuries to persons (including but not limited to personal injury and bodily injury) which may arise from or occur in connection with Consultant's performance of this Agreement or the performance of Consultant's officials, officers, employees, contractors, subcontractors and subconsultants. Authority shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant has provided evidence satisfactory to Authority that it has procured all insurance required under this Article IV (Insurance).
- 4.2 REQUIRED COVERAGES: For the purposes generally stated under Section 4.1, above, Consultant covenants, warrants and agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:

- (a) **Comprehensive General Liability Insurance**: Consultant shall procure and maintain Comprehensive General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its substantial equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence. The general aggregate limit of the CGL Coverage shall either apply separately to the Services performed by Consultant in the furtherance of the Project or the general aggregate limit shall be twice the required occurrence limit.

1. **Required Endorsements:** Utilizing endorsement form CG 20 10 11 85, all CGL Coverage shall be endorsed to name Authority and Authority's elected or appointed officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant. CGL Coverage shall include: a broad form property damage liability endorsement (including completed operations); a contractual liability endorsement naming the Agreement; and a cross liability endorsement. CGL Coverage shall also contain or be endorsed to contain the following provisions:
    - (A) Consultant's insurance shall be primary insurance as respects Authority or Authority's elected or appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by Authority or Authority's elected or appointed officials, officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it; and
    - (B) There will be no cancellation, suspension, reduction or voiding of coverage without **thirty (30)** calendar days prior written notice by certified mail, return receipt requested, to Authority. If any reduction of coverage occurs, Consultant shall furnish Authority with information regarding such reduction at Consultant's earliest possible opportunity but in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to Authority or Authority's elected or appointed officials, officers, employees, agents or volunteers.
  2. **Prohibited Endorsements:** CGL Coverage shall not contain or be endorsed to contain (a) cross suits exclusions; (b) prior completed work exclusions; or (c) a contractual liability limitation.
- (b) [RESERVED – NO TEXT]
- (c) **Workers' Compensation Insurance/ Employer's Liability:** Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Consultant shall procure Workers' Compensation Insurance from a carrier with an A.M. Best Rating of A:VII or better, unless otherwise authorized by Authority Representative in writing. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against Authority and Authority's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without **thirty (30)** calendar days prior written notice by certified mail, return receipt requested, to Authority. If any reduction of coverage occurs, Consultant shall furnish Authority with information regarding such reduction at Consultant's earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to Authority or Authority's elected or appointed officials, officers, employees, agents or volunteers.
- (d) **Professional Liability Insurance:** For the full term of this Agreement and for a period of two (2) years thereafter, Consultant shall procure and maintain Professional Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than Five Million Dollars (\$5,000,000.00) per occurrence. Professional Liability Insurance shall also provide or be endorsed to provide:
1. There will be no cancellation, suspension, reduction or voiding of coverage without **thirty (30)** calendar days prior written notice by certified mail, return receipt requested, to Authority. If any reduction of coverage occurs, Consultant shall furnish Authority with information regarding such

reduction at Consultant's earliest possible opportunity but in no case later than five (5) calendar days after Consultant is notified of the change in coverage; and

2. Consultant's insurance shall be primary insurance as respects Authority and Authority's elected or appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by Authority or Authority's elected or appointed officials, officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- 4.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS: With respect to all varieties of insurance required under this Article IV, any deductibles or self-insured retentions shall be declared to and approved by Authority. Authority, at its option and in its sole and absolute discretion may require that: **(a)** the insurer reduce or eliminate such deductibles or self-insured retentions as respects Authority and Authority's elected or appointed officials, officers, employees, agents and volunteers; or **(b)** Consultant shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.4 WORKERS' COMPENSATION ACKNOWLEDGEMENT: By execution of this Agreement, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 4.5 REQUISITE CARRIER PROFILE: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers with an A.M. Best's rating of no less than B:VII.
- 4.6 NOTICE OF FACTORS DIMINISHING COVERAGE: If any of the required insurance coverage's contain aggregate limits, or apply to other operations of Consultant not related to this Agreement, Consultant shall give Authority prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords Authority or Authority's elected or appointed officials, officers, employees, agents and volunteers. Consultant shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. Authority may, at its option, specify a minimum acceptable aggregate for each line of coverage required. Consultant shall not make any substantial reductions in scope of coverage which may affect Authority's protection without Authority's prior written consent.
- 4.7 DELINEATION OF EXCLUSIONS ADDED BY ENDORSEMENT: All policies of insurance required under this Article shall delineate exclusions added by endorsement. The Parties acknowledge and agree that the purpose of this provision is to enable the Parties to easily identify material limitations in the scope of coverage afforded under each policy of insurance.
- 4.8 SEPARATION OF INSURED; NO SPECIAL LIMITATIONS: All varieties of insurance required under this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Authority or Authority's elected or appointed officials, officers, employees, agents or volunteers.
- 4.9 WAIVER OF SUBROGATION: No policy of insurance or endorsement thereto that is procured by Consultant pursuant to this Article shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from Authority or Authority's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Consultant or Consultant's subcontractors or subconsultants or on behalf of Authority or Authority's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Article IV (Insurance) shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against Authority and Authority's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf Consultant or Consultant's contractors,

subcontractors or subconsultants or on behalf of Authority or Authority's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier.

- 4.10 **VERIFICATION OF COVERAGE:** Consultant acknowledges, understands and agrees that Authority's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding Authority's financial well-being and, indirectly, the collective well-being of the residents of the Authority of El Monte. Accordingly, Consultant warrants, represents and agrees that it shall furnish Authority with original certificates of insurance and endorsements effecting the coverage required under this Article on forms satisfactory to Authority in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Authority if requested.** All certificates of insurance and endorsements shall be received and approved by Authority as a condition precedent to Consultant's commencement of any work or any of the Services. Consultant shall also provide Authority with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. Authority shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon Authority.
- 4.11 **MODIFICATION OF INSURANCE REQUIREMENTS:** Authority reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Consultant ninety (90) calendar days advance written notice of such change.
- 4.12 **FAILURE TO ADHERE TO INSURANCE PROVISIONS:** In addition to any other remedies Authority may have under this Agreement or at law or in equity, if Consultant fails to comply with any of the requirements set forth in this Article IV (Insurance), Authority may, but shall not be obligated to: **(a)** Order Consultant to stop any and all work under this Agreement or withhold any payment, which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; or **(b)** Terminate this Agreement. Authority's exercise of any of the foregoing remedies shall be in addition to any other remedies Authority may have and is not the exclusive remedy for Consultant's failure to comply with the insurance requirements set forth under this Article.
- 4.13 **SUBCONTRACTORS/SUBCONSULTANTS INSURANCE COVERAGE:** Consultant shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Consultant under this Article.

## ARTICLE V

### INDEMNIFICATION

- 5.1 **INDEMNIFICATION:** Consultant shall indemnify, defend and hold free and harmless Authority and Authority's elected or appointed officials, officers, employees, agents, and volunteers (hereinafter referred to collectively as the "Indemnitees") from and against any and all causes of action; claims; costs; damages (including but not limited to consequential damages); demands; expenses; fines; judgments; liabilities; liens; losses (including but not limited to economic losses); penalties; proceedings; and suits (all of the foregoing collectively referred to as "Liabilities") of every nature whatsoever, including but not limited to incurred fees or awarded fees for accountants, attorneys, or other professionals and all costs (including without limitation court costs) associated therewith arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to **(a)** any damage or injury to property or persons (including but not limited to personal injury and bodily injury) arising out of the negligent performance of the Services or this Agreement by Consultant or Consultant's officials, officers, employees, agents, contractors, subcontractors or subconsultants; **(b)** the willful misconduct of, or the negligent acts or omissions of, Consultant or Consultant's officials, officers, employees, agents, contractors, subcontractors or subconsultants in the performance of the Services or this Agreement; **(c)** the breach of this Agreement by Consultant or Consultant's officials, officers, employees,

agents, contractors, subcontractors or subconsultants; **(d)** the violation of, or failure to comply with, any federal, state or local laws, statutes, codes, rules, regulations and ordinances by Consultant or Consultant's officials, officers, employees, agents, contractors, subcontractors or subconsultants in the performance of the Services or this Agreement; and **(e)** the removal of any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants pursuant to Section 2.8 of this Agreement or any additional action taken by Consultant (including without limitation suspension or termination).

- 5.2 **DUTY TO DEFEND:** The Parties acknowledge, understand and agree that the duty of Consultant to indemnify, defend and hold free and harmless as set forth in Section 5.1, above, embraces the costs of a defense and includes the duty to defend as set forth in Section 2778 of the California Civil Code. Consultant shall commence its defense of the Indemnitees immediately upon the effective date of any notice to Consultant that any or all of the Indemnities have been presented with a demand or claim or have been made a party to a lawsuit, arbitration or mediation proceedings or federal, state or local governmental administrative proceedings. In no event shall Consultant delay such defense of the Indemnitees beyond fifteen (15) calendar days from the effective date of any notice to Consultant that any or all of the Indemnities have been presented with a demand or claim or have been made a party to a lawsuit, arbitration or mediation proceedings or federal, state or local governmental administrative proceedings. Consultant shall reimburse the Indemnitees for any and all attorneys' fees, court costs or other litigation costs incurred by the Indemnitees in connection with their defense of any indemnifiable event or occurrence or in enforcing any provision under this Article.
- 5.3 **INDEMNITY NOTWITHSTANDING INSURANCE COVERAGE:** The indemnity created under Section 5.1, above, shall be effective without referring to the existence or applicability of any insurance coverage which may be required under this Agreement or any additional insured endorsements which may extend to the Indemnitees. Acceptance of certificates of insurance and/or endorsements shall not relieve or release Consultant from liability or responsibility under this Article. Consultant's duty to indemnify, defend and hold free and harmless as provided in Section 5.1, above, shall apply whether or not insurance policies shall have been determined to be applicable to any claim, demand, event or occurrence which Consultant shall have a duty to indemnify, defend or hold free and harmless.
- 5.4 **CONSULTANT'S WAIVER OF SUBROGATION:** Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all right of subrogation and contribution against the Indemnitees.
- 5.5 **SURVIVAL OF THIS ARTICLE:** This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the Indemnitees may have at law or in equity.
- 5.6 **NARROW LIMITATIONS:** Nothing in Section 5.1 shall be construed to encompass **(a)** an Indemnitees sole negligence or willful misconduct to the limited extent that this Agreement is found to be subject to California Civil Code Section 2782(a); or **(b)** Authority's active negligence to the limited extent that this Agreement is found to be subject to California Civil Code Section 2782(b). The foregoing notwithstanding, the Parties acknowledge, understand and agree that the protections afforded Authority and Authority's elected or appointed officials, officers, employees, agents and volunteers under this Article are intended to apply to the fullest extent permitted by law.

## **ARTICLE VI TERMINATION**

- 6.1 **TERMINATION WITHOUT CAUSE:** Authority may, by written notice to Consultant, terminate this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least fourteen (14) calendar days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to Authority, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, Authority may require Consultant to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by Consultant in connection with the

performance of the Services. Consultant shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

- 6.2 **DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH:** In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, “Event of Default”) shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a “Default Notice”) to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Consultant is in breach (whether or not such breach is caused by Consultant or Consultant’s officials, officers, employees, agents, contractors, subcontractors or subconsultants, Authority may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days prior written notice of termination on the grounds of breach (a “Breach-Termination Notice”). Authority’s ability to terminate this Agreement as provided in this Section 6.5, shall be in addition to any other remedies Authority may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.
- 6.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppels, or otherwise.
- 6.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## **ARTICLE VII. MISCELLANEOUS PROVISIONS**

- 7.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** This Agreement creates, at no cost or expense to Authority, a perpetual license for Authority to copy, use, reuse, retain, obtain, modify, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, reports, written strategies, written analyses, specifications, studies, drawings, estimates, and other like documents or works of authorship fixed in any tangible medium of expression, including but not limited to documents, drawings, or specifications recorded electronically or magnetically, whether prepared by or on behalf of Consultant in the performance of the Services or this Agreement; for purposes of this Agreement such material shall hereinafter be referred to collectively as “Documents and Data”. Consultant shall require all contractors, subcontractors and subconsultants to agree in writing that Authority is granted a non-exclusive and perpetual license for any Documents and Data the contractor, subcontractor or subconsultant prepares under this Agreement. Consultant warrants and represents that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by professionals other than Consultant or provided to Consultant by the Authority. Authority shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Authority’s sole risk.
- 7.2 **CONFIDENTIALITY:** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidentially by Consultant. Such materials shall not, without the prior written consent of Authority, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant

which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Authority's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Authority.

- 7.3 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

Vasquez & Co. LLP  
510 W. Sixth Street, Suite 400  
Los Angeles, CA 90014  
Attn: Gilbert R. Vasquez  
Phone: (213) 629-9094  
Fax: (213) 996-4242

**AUTHORITY:**

San Gabriel River Discovery Center Authority  
11310 Valley Boulevard  
El Monte, CA 91731  
Attn: Executive Officer  
Phone: (626) 458-7174  
Fax: (626) 979-5363

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 7.4 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 7.5 SUBCONTRACTING: Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of Authority. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 7.6 AUTHORITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: Authority reserves the right to employ other consultants in connection with the Project.
- 7.7 PROHIBITED INTERESTS: Consultant warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Authority, during the term of his or her service with Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
- 7.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 7.9 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 7.10 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

- 7.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 7.12 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 7.13 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.14 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 7.15 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to approval of the Authority's governing Board of Directors. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.16 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.17 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.18 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between Authority and Consultant prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 7.15, above.
- 7.19 CONSULTANT'S AUTHORITY TO EXECUTE: Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform under this Agreement. Consultant warrants and represents that it is a limited liability partnership in good standing authorized and existing under the laws of the State of California with its principal place of business located at 510 W. Sixth Street, Suite 400, Los Angeles, California 90014. Consultant further covenants, warrants, represents and agrees to provide Authority with original or certified documentation evidencing the fact that Consultant is a limited liability partnership in good standing authorized and existing under the laws of the State of California on or before the date Authority executes this Agreement. Authority further reserves the right to request, where appropriate, a corporate resolution or partnership authorization or other like documentation, indicating that Consultant's signatory is authorized to execute this Agreement on Consultant's behalf and bind Consultant hereto. Consultant's signatory for this Agreement covenants, warrants, represents and agrees that he/she is duly authorized to execute this Agreement on Consultant's behalf and bind consultant to all terms and conditions contained herein.
- 7.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One fully-executed counterpart shall be delivered to Consultant and another fully-executed counterpart shall remain with the Authority. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 7.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**SAN GABRIEL RIVER DISCOVERY  
CENTER AUTHORITY:**

**By:** \_\_\_\_\_  
Valorie Shatynski, Executive Officer

**VASQUEZ & COMPANY LLP**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Exhibit A  
Scope of Work

AGREEMENT FOR AUDITING SERVICES

(By and Between: Vasquez & Company LLP and the San Gabriel River  
Discovery Center Authority)

1. Perform all fieldwork required to complete the general financial audit  
work for the Authority.  
October 2-13, 2006
2. Prepare draft audit report  
October 20, 2006
3. Presentation of a final audit report to the Board of Directors  
November 16, 2006

September 21, 2006, Agenda Item 5.E.

RESOLUTION 2006-25

RESOLUTION OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY TO AUTHORIZE THE EXECUTIVE OFFICER TO EXECUTE AND ENTER INTO AN AGREEMENT WITH VASQUEZ & COMPANY LLP FOR ANNUAL AUDITING SERVICES AS REQUIRED BY THE JONT POWERS AUTHORITY AGREEMENT

WHEREAS, the San Gabriel River Discovery Center Authority (Authority) is a joint exercise of powers authority organized under pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (Govt. Code §6500 *et seq.*); and

WHEREAS, the Authority is statutorily required to conduct periodic financial audits; and

WHEREAS, the Authority has determined that Vasquez & Company LLP possess the skill, capacity and experience to conduct the audit required by Authority; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

*Therefore be it resolved*, that the Authority hereby finds, determines and resolves as follows:

1. That the public welfare shall be served by the retention of Vasquez & Company LLP (Consultant) in that the Authority requires the performance of auditing services to meet its statutorily mandated auditing requirements and in that Consultant possess the requisite skill and experience necessary to competently perform and timely complete the auditing services required by Authority.
2. That the Authority retain the services of Consultant, subject to the terms and conditions of the Agreement for Auditing Services as provided in the Staff report of September 21, 2006,
3. That the President of the Authority's governing Board of Directors or designee be authorized to execute the attached Agreement for Auditing Services and bind the Authority to the terms and conditions contained therein.
4. ADOPTS the staff report dated September 21, 2006.

*~ End of Resolution ~*

Passed and Adopted by the Board of the SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY on September 21, 2006.

---

President

**San Gabriel River Discovery Center Authority**  
September 21, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Officer

Subject: Agenda Item 5.F. Consideration of a resolution to adopt a revision to the San Gabriel River Discovery Center Authority Joint Exercise of Powers Agreement, Exhibit A – “Insurance Specifications”

**Recommendation:** Staff recommends consideration of a resolution to adopt a revision to the San Gabriel River Discovery Center Authority Joint Exercise of Powers Agreement, Exhibit A – “Insurance Specifications”

**Background & Discussion:**

Insurance coverage in relationship to current Authority activities has been examined by Henderson Insurance, Inc. (Henderson). Henderson reviewed the San Gabriel San Gabriel River Discovery Center Authority Joint Exercise of Powers Agreement, including Exhibit A – “Insurance Specifications.” Henderson also reviewed the current types of agreements which the Authority has entered into. This effort has been coordinated with Counsel Padilla, to ensure that all necessary requirements of the Authority will be met.

Based upon the analysis, Henderson has made recommendations of types and levels of coverage, appropriate to insure the activities of the Authority during this phase of the project. It should be noted that the types and levels of coverage will need to be reviewed and revised, as the Authority activities enter into the construction design and construction phases, and then, in the future, for operations and maintenance of the Discovery Center.

The original version of Exhibit A of the JPA agreement included insurance provisions primarily related to those which would be more appropriate during construction activities.

As a result, Exhibit A has been revised by Counsel Padilla to allow the Authority to provide insurance coverage now and in the future, as appropriate to activities and level of risk. In the immediate future, this revision allows for coverage which is not only adequate for current activities, but much more cost effective. Exhibit A is attached to this Staff Report.

In summary, the recommended types and levels of coverage during this phase of the project are:

1. General Liability - total \$5 million
2. Directors and Officers Liability - \$1 million

3. Non-owned and hired coverage (amount to be determined)
4. Bond as required by the JPA agreement

The cost for annual coverage for the above types and levels of insurance are projected to be purchased by the Authority within the projected budget for this item in our Fiscal Year 2006-07 Budget of \$15,000.

At this time, the Bond has been obtained for the JPA, and the cost for one year is \$221.00.

Liability insurance is in process and will be reported to the Board at its next meeting.

As necessary in the future, Workman's Compensation and Owned Auto coverage can be added.

Exhibit A  
September 21, 2006, Agenda Item 5.F.

**SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY  
JOINT EXERCISE OF POWERS AGREEMENT**

**Exhibit A  
INSURANCE SPECIFICATIONS**

**(Revised as of September 2006)**

- A. Except as otherwise specified herein, the terms used under this Exhibit "A" shall have the same meaning as set forth under that certain joint exercise of powers agreement entitled "San Gabriel River Discovery Center Authority Joint Exercise of Powers Agreement" executed on December 6, 2005. (Hereinafter, the "Agreement").
- B. Required Coverage: For the purposes generally stated under Article XII, Section 12.1, of the Agreement, the Authority shall procure and maintain the following insurance coverage:
- (1) Commercial General Liability Insurance: Authority shall procure and maintain Commercial General Liability. Such insurance coverage shall have minimum limits of no less than **Five Million Dollars (\$5,000,000.00)** per occurrence and in the aggregate.
  - (2) Automobile Liability Insurance: Authority shall procure and maintain Automobile Liability Insurance with minimum limits of no less than **Five Million Dollars (\$5,000,000.00)** per accident for bodily injury and property damage.
  - (3) Officers & Directors Liability Insurance: Authority shall procure and maintain Officers & Directors Liability Insurance. Such coverage shall have minimum limits of no less than **One Million Dollars (\$1,000,000.00)** per occurrence.
- C. Workers' Compensation Insurance: In the event Authority retains its own employees, the Authority shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with minimum limits for Employer's Liability of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.
- D. Preferred Carrier Profile: To the extent economically feasible within the constraints of market availability and the Authority's annual budget allocation, the Authority shall use its best efforts to procure policies of insurance from insurance carriers who possess an A.M. Best's rating of A:VII or better. The determination of economic feasibility shall be made by the Authority's governing board acting its reasonable discretion.

August 17, 2006, Agenda Item 5.F.

RESOLUTION 2006-26

RESOLUTION OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY TO ADOPT MODIFICATIONS AND REVISIONS TO BASIC "INSURANCE SPECIFICATIONS" FOR THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY.

WHEREAS, the San Gabriel River Discovery Center Authority (Authority) has been established between The County of Los Angeles, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the Upper San Gabriel Valley Municipal Water District, and The Central Basin Municipal Water District to facilitate the planning, development, construction and operation of the San Gabriel River Discovery Center; and

WHEREAS, Section 12.1 (Insurance Specifications) to the San Gabriel River Discovery Center Authority Joint Exercise of Powers Agreement provides that the Authority Board may, from time-to-time, modify the Authority's basic "Insurance Specifications" by Board resolution; and

WHEREAS, the Authority's "Insurance Specifications" are set forth under Exhibit "A" to the Authority's Joint Exercise of Powers Agreement; and

WHEREAS, the Authority's special insurance consultant, Henderson Insurance, Inc., has determined that adjustments to the Authority's current set of basic insurance requirements is merited given such factors as market availability given the Authority's current budget allocation, appropriateness of coverage in relation reasonable, identifiable exposure risks; and appropriateness of coverage in relation to the specific types of liabilities for which the Authority seeks coverage; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).

*Therefore be it resolved*, that the Authority hereby:

1. FINDS that this action is consistent with the purposes and objectives of the Authority.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. FINDS that the public health, safety and welfare shall be served by the adoption of the attached revisions to the Authority's "Insurance

Specifications” in that (a) the modified specifications will bring the types and levels of coverage procured in line with the actual risks and liabilities facing the Authority at the present time; (b) the modified specifications will provide for the cost-efficient expenditure of Authority funds by allowing for the procurement of cost-effective policies and coverage that provides adequate coverage for the Authority’s reasonably foreseeable risks and liabilities at costs that do not frustrate or otherwise encumber the Authority’s underling development and construction objectives; (c) the modified insurance specifications shall give the Authority sufficient flexibility to adjust/heighten coverage as the Authority’s work progresses towards riskier endeavors, including the actual construction and operation of the San Gabriel River Discovery Center.

4. ADOPTS the staff report dated September 21, 2006.
5. APPROVES the adoption of a revision to the San Gabriel River Discovery Center Authority Joint Exercise of Powers Agreement, Exhibit A – “Insurance Specifications”

*~ End of Resolution ~*

Passed and Adopted by the Board of the SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY on September 21, 2006.

---

President

**San Gabriel River Discovery Center Authority**  
September 21, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Officer

Subject: Agenda Item 5.G. Update regarding allocation of sums for insurance coverage; invoices evidencing procurement of coverage within budgeted amounts.

**Recommendation:** Staff recommends receipt and file of update regarding allocation of sums for insurance coverage; invoices evidencing procurement of coverage within budgeted amounts.

**Background & Discussion:** The Authority Board approved resolutions at the meeting on July 20, 2006 which authorized the Executive Officer to obtain insurance coverage.

The specific coverage was under investigation at that time, to adequately insure the Authority for its current activities, in accordance with the statutory requirements of the JPA agreement. Based upon the recommended coverage set forth in the previous Agenda Item 5.F., Henderson Insurance is working diligently to obtain the coverage at the best rate for the Authority. Coverage and the annual cost will be reported to the Board at the October meeting.

A bond covering the Directors and Officers in accordance with the Joint Powers Authority Agreement has been obtained, at the annual cost of \$221.00. The budget for FY 2006-07 allows up to \$15,000 for all of the Authority's insurance needs, and it is anticipated that coverage will be obtained under this amount.

**San Gabriel River Discovery Center Authority**  
September 21, 2006

To: Governing Board Members

From: Valorie Shatynski, Executive Officer

Subject: Agenda Item 5.H. Consideration of a resolution authorizing  
Payment of Demands to the Authority Account

**Recommendation:** Adopt a resolution authorizing Payment of Demands to the Authority Account.

**Background & Discussion:**

In order to carry out the business of this agency it is necessary for the Authority to authorize payment for monetary demands to its accounts for services, materials and/or supplies provided to the Authority.

The current demands are listed in Exhibit A, attached to the Resolution for this item. These demands include costs incurred for legal services, administrative services, project management services and architectural/engineering professional services. The total demands are \$9490.19.

The approval of any exceptions or qualifications to the payment of demands by the Governing Board shall be listed in Exhibit B. The Executive Officer or designee shall attach that portion of the minutes setting forth such exceptions or qualifications to this resolution and the directive(s) of the Board as stated in those minutes shall be incorporated into the resolution for this item. If no exceptions or qualifications are approved, the absence of such exceptions or qualifications shall be so stated under Exhibit B.

September 21, 2006, Agenda Item 5.H.

RESOLUTION 2006-27

RESOLUTION OF THE SAN GABRIEL RIVER DISCOVERY CENTER  
AUTHORITY TO APPROVE A PAYMENT OF DEMANDS TO AUTHORITY  
ACCOUNT

WHEREAS, the San Gabriel River Discovery Center Authority ("Authority") is a joint exercise of powers authority organized pursuant to Title 1, Division 7, Chapter 5, Article 1 (§6500 *et seq.*) of the California Government Code; and

WHEREAS, the Authority is in receipt of monetary demands to its accounts for services, materials and/or supplies provided to the Authority; and

WHEREAS, a schedule of monetary demands is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, the attached schedule further states the various funds/accounts from which each demand is to be paid; and

WHEREAS, the Authority's governing board of directors (the "Board") is authorized to approve the payment of demands on Authority accounts.

NOW, THEREFORE, THE GOVERNING BOARD OF THE SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

1. Subject to any exceptions or qualifications expressly approved by a majority of the Board as stated on the record of the proceedings in which this resolution is approved, the Treasurer, Executive Officer or their respective designees are hereby authorized to pay those demands set forth in **Exhibit "A"**. Funds used to pay for such demands shall be drawn from those accounts and/or funds stated in **Exhibit "A"** provided such payments do not exceed those sums expressly budgeted for such purposes or any other constraints established by written agreement or resolution previously approved by the Board.

The approval of any exceptions or qualifications to the payment of demands shall not prevent the payment of those demands unaffected by such exceptions or qualifications. The Executive Officer or designee shall attach that portion of the minutes setting forth such exceptions or qualifications to this resolution and the directive(s) of the Board as stated in those minutes shall be incorporated into this resolution as **Exhibit "B"**. If no exceptions or qualifications are approved, the

2. absence of such exceptions or qualifications shall be so stated under **Exhibit "B."**

RESOLVED FURTHER, that the Authority;

1. FINDS that this action is consistent with the purposes and objectives of the Authority.
2. ADOPTS the staff report dated September 21, 2006.

~ End of Resolution ~

Passed and Adopted by the Board of the SAN GABRIEL RIVER DISCOVERY CENTER AUTHORITY on September 21, 2006.

---

President

September 21, 2006, Agenda Item 5.H.  
Summary of Payment Demands  
Exhibit A

Payee	Invoice Number Dates of Service	Amount	Budget Category	Revenue Source
Jeffrey K. Yann	Inv.# SGRDCA-2006-03 (8-01 through 8-31-06)	\$2250.00	Engineering Consultant Services	Capital \$900 Admin \$1250
Kelly Services	Inv #31162329 (08-07-06)	\$400.80	Administrative Assistant	Admin
Kelly Services	Inv #33143520 (08-21-06)	\$601.20	Administrative Assistant	Admin
Kelly Services	Inv #34147876 (08-28-06)	\$601.20	Administrative Assistant	Capital \$50.10 Admin \$551.10
Kelly Services	Inv #35117407 (09-04-06)	\$601.20	Administrative Assistant	Admin
Thomas Hacker Architects Inc.	Inv#1582 (6-30-06)	\$390.00	Architect/Engineering to complete Phase I	Capital
Thomas Hacker Architects Inc.	Inv#1583 (6-30-06)	\$72.00	Architect/Engineering to complete Phase I	Capital
Thomas Hacker Architects Inc.	Inv#1635 (8-01-06)	\$28.29	Architect/Engineering to complete Phase I	Capital
Thomas Hacker Architects Inc.	Inv#1636 (8-01-06)	\$1615.00	Environmental	Capital
Thomas Hacker Architects Inc.	Inv#1637 (8-01-06)	\$13.75	Architect/Engineering to complete Phase I	Capital
Thomas Hacker Architects Inc.	Inv#1632 (8-01-06)	\$27.50	Architect/Engineering to complete Phase I	Capital
Thomas Hacker Architects Inc.	Inv#1633 (8-01-06)	\$13.75	Architect/Engineering to complete Phase I	Capital
Thomas Hacker Architects Inc.	Inv#1634 (8-01-06)	\$110.00	Architect/Engineering to complete Phase I	Capital
Thomas Hacker Architects Inc.	Inv#1638 (8-01-06)	\$32.50	Architect/Engineering to complete Phase I	Capital
*Henderson, Inc. Insurance Brokers	Inv #72960 (08-23-06)	*\$221.00	Insurance/Bonds	Admin
E. Clarke Moseley	Inv# 1 JPA (09-12-06)	\$2,512.00	Legal Services	Capital \$37.50 Admin \$2474.50
Total		\$9490.19		

\*NOTE: this item previously approved in Payment Demand 7-20-06 as a not to exceed \$15,000, Actual shown above

September 21, 2006, Agenda Item 5.H.  
Exhibit B  
Exceptions or Qualifications to the Payment of Demands

**San Gabriel River Discovery Center Authority**  
September 21, 2006

To: Governing Board Members

From: Belinda Faustinos, President,  
Valorie Shatynski, Executive Officer

Subject: Agenda Item 5.I. Subcommittee Meeting Reports

There will be a verbal report by the President of the Authority Board and the Executive Officer on the activities of the following subcommittees:

- A. Fundraising Subcommittee of the Authority Board
- B. Stakeholder Advisory Committee
  - 1. Design/Display Committee
  - 2. Outreach Committee
  - 3. Fundraising Committee